

## **FACILITY USE AGREEMENT**

This Facility Use Agreement (“Agreement”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Nephi City (“the City”), and Juab School District (“the District”). The City and the District may collectively be referred to as “the Parties.”

### **RECITALS**

WHEREAS, the District owns a building located at approximately 800 North 400 East, Nephi, Utah (the “Building”), which is commonly referred to as the “Old Nebo View Elementary School”; and

WHEREAS, the District does not continually utilize the entire space of the Building; and

WHEREAS, the City desires to utilize a portion of the Building as a recreation center for the benefit of the residents of the City.

### **TERMS**

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Use.** Regarding use of the Building, the Parties agree:
  - a. The City is entitled to use the gymnasium area, one classroom (as an office for the recreation director), and the west wing of the Building. Additionally, if the City determines in the future that it would like to use more area in the Building, then the City and the District will participate in good faith negotiations regarding such additional use. If the parties reach an agreement on the additional use, then such agreement shall be reduced to writing as an addendum to this Agreement.
  - b. The City’s use of the Building shall not interfere with scheduled school activities, and shall not interfere with the school day.
  - c. The District is entitled to use the gymnasium and batting cage area from 3:00 p.m. to 5:00 pm from December 1<sup>st</sup> through February 28<sup>th</sup> on scheduled school days. Additionally, the District is entitled to use the gymnasium area from 6:00 a.m. to 7:00 a.m. on scheduled school days. Any other arrangement will be agreed upon by the City recreation director and high school administration. In the event of weather or other emergency situations, the City will use best efforts to accommodate the District’s use of the batting cages and gymnasium. Such accommodations will be worked out between the City recreation director and high school administration.

- d. The District will provide the City access to the gymnasium area of Red Cliffs Elementary School Monday through Friday beginning at 3:00 p.m. until the last game or practice ends for the duration of the City basketball season.
- e. Upon District approval, which shall not be unreasonably withheld, the City may place signage in the Building that provides relevant information to the public.
- f. The City may place appropriate sponsor banners in the gymnasium area.
- g. The public attending City and District activities may park in District parking lots.
- h. The City may use the south restrooms in the Building provided that such use does not unreasonably interfere with District classes or activities.
- i. The City may make minor adjustments to the interior of the gym, scoreboards, volleyball nets, and the like.
- j. Access through the south fence gates will be allowable.

2. **Responsibilities.**

- a. The District shall be responsible for regular maintenance and cleaning of the Building including areas utilized by the City. The City shall do a basic cleanup (ie. pick-up garbage, empty trash cans, sweep gym floor, store equipment) of the utilized area at the conclusion of the City's activities.
- b. The City shall be responsible for any damage caused as a result of the City's use of the Building.
- c. The City shall pay for all utility costs associated with operation of the Building. "Utilities" include: electricity, water, sewer, and natural gas expenses.
- d. The District shall be responsible for all major repairs to the Building.
- e. The District shall be responsible for all accident, harm, injury, or damage to person or property that occurs as a result of the District's use of the Building.
- f. The City shall be responsible for all accident, harm, injury, or damage that occurs to person or property as a result of the City's use of the Building. The District is responsible to provide adequate adult supervision during the time that it is using the Building.

- g. The City in its discretion may periodically lease its right to use the Building to third parties. If the City chooses to make such a lease, then it has all the responsibility for supervision, damage, injury, and clean-up as if it was using the Building. In the event the City chooses to lease its use of the Building, it is responsible for all scheduling duties associated with the lease. The City has the right to determine the amount it will charge to lease its right to use the Building.
- h. The District is responsible for the maintenance and upkeep of the grounds around the Building.
- i. Each party is responsible for providing appropriate supervision for their respective activities in the Building. The City recreation director will work with the high school and junior high school administrations to establish appropriate supervision schedules and procedures.

3. **Term.** The term of this Agreement shall be ten (10) years from the date designated above. However, this Agreement may be terminated by either party at any time upon providing six (6) months written notice to the other party.

4. **Indemnification.** The City agrees to indemnify and defend the District and hold the District harmless against any claims that arise out of the City's use of the Building. The District agrees to indemnify and defend the City and hold the City harmless against any claims that arise out of the District's use of the Building.

5. **Assignment.** This Agreement may not be assigned to any other person or entity.

6. **Amendment.** This Agreement may not be amended, altered, or modified except by writing executed by the Parties.

7. **Section Headings.** The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

8. **Severability.** The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement.

9. **Attorney Fees.** The substantially prevailing party in any legal claim arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals.

10. **Governing Law.** This Agreement shall be governed by, construed and interpreted under the laws of the State of Utah.

11. **Authorization.** Each of the undersigned represents that he or she is authorized to enter into this Agreement on behalf of the Parties.

12. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes any prior agreement.

**JUAB SCHOOL DISTRICT**

\_\_\_\_\_  
DR. RICK ROBINS, SUPERINTENDANT

**NEPHI CITY**

\_\_\_\_\_  
MAYOR MARK R. JONES

ATTEST:

\_\_\_\_\_  
R. BLAIR PAINTER, NEPHI CITY RECORDER